

Navy Federal Credit Union® Credit Card Agreement and Disclosure

Interest Rates and Interest Charges	
Variable Annual Percentage Rate (APR)¹ Rates apply to purchases, balance transfers, and convenience checks. Platinum - MasterCard® and Visa® <i>n</i> Rewards® - MasterCard and Visa <i>go</i> Rewards® - MasterCard and Visa <i>cash</i> Rewards - Visa ² Visa Signature® Flagship Rewards	7.99% to 18.0% 8.99% to 18.0% 9.49% to 18.0% 9.65% to 18.0% 9.99% to 18.0% This APR will vary with the market based on the Prime Rate.
Cash Advance APR¹	2% above your Variable APR. This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	18.0% This APR may apply to your account if you: <ul style="list-style-type: none">• Are over 60 days past due; or• Make a payment that is returned and causes your account to be over 60 days past due. How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances, Balance Transfers, and Convenience Checks on the transaction date.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fees <ul style="list-style-type: none">• <i>n</i>Rewards Visa and MasterCard, Platinum Visa and MasterCard, <i>cash</i>Rewards Visa, <i>go</i>Rewards Visa and MasterCard• Visa Signature Flagship Rewards³	<ul style="list-style-type: none">• None• \$49.00
Transaction Fees <ul style="list-style-type: none">• ATM Cash Advance• Foreign Transaction (Fee does not apply to Visa Signature Flagship Rewards, Visa <i>go</i>Rewards, MasterCard <i>go</i>Rewards)	<ul style="list-style-type: none">• None if performed at a Navy Federal branch or ATM. Otherwise, \$.50 per domestic transaction or \$1.00 per overseas transaction.• 0.80% of the transaction amount if in U.S. dollars. 1% of the transaction amount if must convert to U.S. dollars.
Penalty Fees <ul style="list-style-type: none">• Late Payment⁴• Returned Payment	<ul style="list-style-type: none">• Up to \$20.00• Up to \$20.00

- **How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions).” See your account agreement for more details.
- **Loss of Introductory APR:** You may lose your Introductory APR if the Penalty APR applies to your account.
- **Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

¹ **Variable Rate Information:** Your APR may vary. Rates are determined and adjusted monthly on the first business day by adding a Margin to the highest Prime Rate published in the *Wall Street Journal* on the first day of the previous month. The Margin is determined based on an evaluation of each member’s credit history. The Margin will range from 4.74% to 14.74% based on product type.

² **cashRewards Cards:** If you have an account with a credit line of less than \$5,000, you received a *cash*Rewards Visa Card. If your credit line is \$5,000 or greater, you received a Visa Signature *cash*Rewards card. The benefits for *cash*Rewards accounts differ from Visa Signature *cash*Rewards accounts.

³ **Annual Fees:** If you have been issued a Visa Signature Flagship Rewards card, you will be billed the annual membership fee. This charge will appear on your first statement, and annually thereafter. Only one fee will be charged to your account regardless of the number of cards issued on the account.

⁴ **Late Payment Fee:** You will be required to pay a late payment fee of up to \$20.00 if you do not pay at least the minimum payment by the payment due date on your statement. Navy Federal may also assess the late payment fee every month thereafter that you are past due.

Other Fees: Convenience check stop range fee — \$10.00. Convenience check stop payment — \$6.50. Returned convenience check fee — \$20.00.

Preamble. As used in this Agreement, the words “you” and “your” mean each and every person signing, using, or having a credit card account with Navy Federal Credit Union, referred to as “we,” “us,” or “NFCU.” All correspondence to us relating to this Agreement should be addressed to NFCU, PO Box 3501, Merrifield, VA 22119-3501. You may also call us toll-free in the U.S. at 1-888-842-6328. For toll-free numbers when overseas, visit [navyfederal.org](#). Use 1-703-255-8837 for collect international calls. Information concerning NFCU credit cards may also be obtained at [navyfederal.org](#). Virginia law will be used to interpret this Agreement unless federal law applies.

- 1. This is Your Agreement with NFCU.** Please read the Agreement carefully and keep a copy for your records. It is a summary of terms that control the use of your credit card account. By using your credit card, you agree to all of the terms of this Agreement.
- 2. Maximum Amount You May Owe NFCU.** The maximum amount you may owe us at any time is the amount of your assigned credit limit. You may not use your card if you owe us more than your credit limit. If you exceed the credit limit, you must pay this amount immediately. You may request a change to your credit limit by calling the telephone number or writing to the address shown in the Preamble of this Agreement. We reserve the right to determine your credit and/or cash line and may increase, decrease, or restrict it at any time without notice.
- 3. Promise to Pay.** You agree to pay us the amount of all purchases and cash advances that you, your co-applicant, and/or authorized users make using your credit card or any other access device provided. You also agree to pay the total of any interest charges and other charges/fees due on your account according to the Agreement. If this is a joint account, the co-applicant also promises to pay all amounts owed to us. If you allow another person to use your credit card, you are responsible for paying for their purchases and cash advances also.
- 4. Savings Account Required.** All applicants and co-applicants on a NFCU credit card account must have an open savings account that carries a \$5.00 minimum balance. If you do not have a savings account, one will be opened for you. If your balance is less than \$5.00, your credit card may be charged with a purchase transaction to bring your balance to the minimum.
- 5. For purposes of this section,** the words “I” and “we” mean each and every person signing, using, or having a credit card with NFCU.

a. Security Interest Specific for Credit Cards. I/we acknowledge and pledge, specifically as a condition of my/our use of the credit card, that I/we have voluntarily granted NFCU a security interest in all of my/our individual and joint share accounts at NFCU. If my/our credit card loan becomes delinquent, this security interest may be used without further notice to pay all or part of such delinquency. This security interest does not apply to shares in an Individual Retirement Account (IRA).

- b.** I/we acknowledge and pledge to NFCU a statutory lien in my/our shares and dividends on deposit in all joint and individual accounts and any monies held by NFCU now and in the future to the extent of any loan made and any charges payable. The statutory lien does not apply to shares in any Individual Retirement Account. I/we acknowledge and pledge to NFCU a security interest in the collateral securing loan(s) that I/we have with NFCU now and in the future, including any type of change or increase; and any proceeds from the sale of such collateral and of insurance thereon, not to exceed the unpaid balance of the loan. This security interest in collateral securing other loans does not apply to loan(s) on my/our primary residence.
- 6. Payments.** All payments made to us must be in U.S. dollars. Payments must be mailed to NFCU, PO Box 3500, Merrifield, VA 22119-3500. Payments received by 5:00 pm at that location will be credited the same day. In some cases, available credit may be delayed until the payment is verified. Mailed payments to your credit card account may not be commingled with funds designated for credit to other NFCU accounts. We will accept late or partial payments without forfeiting any of NFCU’s rights under this Agreement. Payments that are marked “paid in full” and that are of an amount less than the balance on the credit card account, or that are marked with any other restrictive endorsements, should be sent to PO Box 3105, Merrifield, VA 22116, Attn. Credit Card Division.
- 7. Foreign Transactions.**
- **Visa®.** All Visa purchases and cash advances will be billed to you in U.S. dollars. The rate of exchange used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date.
 - **MasterCard®.** All MasterCard purchases and cash advances will be billed to you in U.S. dollars. Currently the rate of exchange used is either a government-mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed. This rate of exchange may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- 8. How Much You Must Pay Us.** Your monthly statement will tell you the total amount that you owe us, the minimum payment that you must make, and your payment due date. The minimum payment for credit card accounts will be the greater of (1) 2% of the new balance or (2) \$20.00. If the new balance of your account is less than \$20.00, the minimum payment will be the new balance. You may pay the new balance in whole or in part at any time. We will not charge you a penalty for paying more than the minimum payment. Paying ahead and skipping a payment will not reduce your liability for interest charges in the month that you do not make a payment. If your account has balances with different APRs, the minimum payment will be allocated to the balance with the lowest APR before any payments are allocated to balances with a higher APR. Any payment amount received in excess of the minimum payment will be allocated to the balance with the highest APR and any remaining portion to the other balances in descending order based on the APR.
- 9. How We Determine the Amount of Interest Charges.** NFCU calculates interest charges on your account by applying the periodic rate to the “average daily balance” of your account, including current transactions. To calculate the “average daily balance,” we take the beginning balance of your account each day, add any new purchases and cash advances, and subtract any payments, credits, and unpaid interest charges. The resulting total is the daily balance. We then add together all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This amount is your “average daily balance.”
- 10. Ownership of Credit Card.** Every card remains the property of NFCU. We have the right to cancel your account at any time with or without written notice to you. You must return the card if we ask you to do so. You cannot use the card after it has been canceled.
- 11. You May Cancel Your Account.** You may cancel your credit card account with us at any time by notifying us using the contact information in the Preamble of this Agreement. For credit card accounts requested by telephone, you may cancel the account without being charged any fees up until the time you use the account or make a payment on the account after receiving a billing statement.
- 12. Cardholder Signature.** Your card is not valid unless it is signed. Sign the back of your card immediately upon its receipt.
- 13. Liability for Unauthorized Use.** If you notice the loss or theft of your credit card or possible unauthorized use of your card, you should write to us or call us immediately at the address or telephone number included in the Preamble of this Agreement. You may also contact us on the Web at [navyfederal.org](#). You will not be responsible for charges made to your account that are found by us to be unauthorized.
- 14. Consumer Reporting Agencies.** NFCU may report information about your credit card account to consumer reporting agencies. We may also access your credit report for any permissible purpose under the Fair Credit Reporting Act, including periodic reviews of your creditworthiness, collections, and future credit line increases.
- 15. Default.** If you violate any terms of this Agreement, fail to pay the amount due as listed on your monthly statement, commence in bankruptcy proceedings, we determine that there has been a substantial adverse effect on your ability to repay the debt incurred on this account, or you become incapacitated or die, NFCU may, without notice or demand, deny use of your credit line, cancel your credit card account, and/or declare due and payable the unpaid portion of your balance, together with all costs relating to the collection of this account, including but not limited to the outstanding balance, unassessed interest charges, court costs, expenses, and attorney’s fees.

- If you do not make your minimum payment by the due date and your account is over 60 days past due or you make a payment that is returned and causes your account to be over 60 days past due, your account will be considered in default. The Penalty APR will be applied to any and all transactions and outstanding balances in your account, including Promotional APRs and other balances effective at least 45 days after your account is considered in default.
- If you are in default, you give NFCU permission to obtain your Active Duty/Reserve address. You also authorize NFCU to contact and receive from any person, including but not limited to Commanding Officer, other employer, credit grantor or landlord, state and federal agencies, or branches thereof and various department and commands of Department of Defense any information which they deem necessary to cure or collect said default.
- 16. How We May Contact You.** You expressly agree that to service your account or to collect any amounts you may owe NFCU, we or authorized parties may call you and send text messages to you. We may use pre-recorded/artificial voice messages or an automatic dialing device to contact you at any telephone number associated with your account, including mobile telephone numbers, all of which could result in charges to you. You also expressly consent that we may send e-mail messages regarding your account to your e-mail address.
- 17. Use of Card for Illegal or Risky Transactions.** It is your responsibility to comply with all laws when using your NFCU credit card. You agree to hold us harmless for any damages or other liability arising from a transaction initiated by you or your authorized user for the purpose of conducting an illegal activity. We reserve the right to decline authorization of transactions for activities we believe may violate law or pose significant risk to us or our members.
- 18. Amendment of This Agreement.** The Provisions of this Agreement are severable. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the rest of this Agreement will not be affected. NFCU may amend and change this Agreement, including rates, by providing an advance written notice of the changes to you. However, we may reduce charges, fees, and rates without sending you an advance notice.
- 19. Your Billing Rights: Keep This Document for Future Use**
- This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.
- What to Do if You Find a Mistake on Your Statement*
- If you think there is an error on your statement, write to us at the address provided in the Preamble or via the Web at [navyfederal.org](#).
- In your letter, give us the following information:
- *Account information:* Your name and account number.
 - *Dollar amount:* The dollar amount of the suspected error.
 - *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us:
- Within 60 days after the error appeared on your statement.
 - At least three business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors *in writing* or electronically. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.
- What Will Happen After We Receive Your Letter*
- When we receive your letter, we must do two things:
1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.
- While we investigate whether or not there has been an error:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:
 - *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
 - *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.
- If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.
- If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.
- Your Rights If You Are Dissatisfied With Your Credit Card Purchases*
- If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.
- To use this right, all of the following must be true:
1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
 3. You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically at the address provided in the Preamble or via the Web at [navyfederal.org](#).
- While we investigate, the same rules apply to the disputed amount as discussed above.
- After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.
- 20. Notice Concerning Use of an Automatic Teller Machine (ATM).** Be alert. Don’t use the ATM if the lights are not in operation or you see suspicious activity. Take someone with you if you must make a transaction at night. If you sense someone attempting to view your transaction, cancel the transaction and leave. Remember to take your card, cash, and receipt and put them away. Count your money only when you are safely away from the ATM area. Immediately report all crimes to the operator of the ATM and to local law enforcement officials.